

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman Sachs & Co.
Name of Transferee

Offshore Asset Holding Vehicle A, Ltd
Name of Transferor

Name and Address where notices to transferee should be sent:

Goldman, Sachs & Co.
200 West Street
New York, NY 10282
Tel. No.: 212-934-3921
Email: gsd.link@gs.com
Attention: Michelle Latzoni

Court Claim # (if known): multiple—please see Schedule I to attached Agreement and Evidence of Transfer

Amount of Claim Transferred: please see Schedule 1 to attached Agreement and Evidence of Transfer

Date Claim Filed: multiple
Debtor: Lehman Brothers Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

GOLDMAN, SACHS & CO.

By:  Dennis Lafferty
Name of Transferee/Transferee's Agent
Managing Director

Date: October 17, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Offshore Asset Holding Vehicle A, Ltd** (“Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to **Goldman Sachs & Co.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a “Purchased Claim”, and collectively, the “Purchased Claims”), in Seller’s right, title and interest in and to the Proofs of Claim identified by the Proof of Claim Numbers specified in Schedule 1 (each, a “Proof of Claim”) attached hereto filed by or on behalf of Seller or Seller’s predecessor in interest against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (JMP) (the “Debtor”), (b) all rights and benefits of Seller relating to each Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to such Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way such Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”)), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with such Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to such Purchased Claim, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of such Purchased Claim, but only to the extent related to such Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “Transferred Claims”), and (d) the security or securities (any such security, a “Purchased Security”) relating to each Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has, and each of Silver Point Capital Offshore Fund, Ltd. and Silver Point Capital Offshore Master Fund, L.P. in their capacity as predecessors-in-title on certain of the Transferred Claims (each a “Prior Seller”) owned and had as of the effective date of the relevant prior transfer agreement, good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller (or by Prior Sellers or against Prior Sellers, as applicable); (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) each Proof of Claim includes the relevant portion of the relevant Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor either Prior Seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount for the Proof of Claim (“Notice”) and no action was undertaken by Seller with respect to the Notice; (h) the Debtor has made distributions on account of the Transferred Claims on or around April 17, 2012, October 1, 2012, April 4, 2013, October 3, 2013, April 3, 2014 and October 2, 2014, in each case in an amount proportional to distributions made generally to holders of allowed LBHI Class 5 Claims under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors, dated December 5, 2011 [ECF No. 23023] (collectively, the “LBHI Distributions”); (i) other than the LBHI Distributions, neither Seller nor its predecessors-in-title have received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims; and (j) to the extent Seller owned the Purchased Securities at the relevant time, on or around May 8, 2013, October 24, 2013, and April 28, 2014, Seller received distributions relating to the Purchased Securities, which

distributions have been proportional to distributions made generally to holders of similar claims in the Lehman Brothers Treasury Co. B.V. liquidation proceedings (collectively, the "BV Distributions,") and other than the BV Distributions Seller has not received any payments or distributions in respect of the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein, *provided that*, (a) with respect to Section 2(h) only, Seller's indemnity herein does not extend to representations and warranties relating to LBHI Distributions that should have been received by any of Seller's predecessors-in-title (other than the Prior Sellers) and (b) with respect to Section 2(i) only, Seller's indemnity herein does not extend to representations and warranties relating to payments or distributions in respect of the Transferred Claims (other than LBHI Distributions) that may have been received by Seller's predecessors-in-title (other than the Prior Sellers).

5. Seller shall promptly (but in any event no later than three (3) business days after the later of (i) receipt thereof, or (ii) the date of the Agreement and Evidence of Transfer) remit to Purchaser any payments, distributions or proceeds received by Seller after the trade date on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of any Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 17 day of October 2014.

OFFSHORE ASSET HOLDING VEHICLE A, LTD. GOLDMAN SACHS & CO.

By: 

Name:

Michael A. Gatto

Title:

Authorized Signatory

c/o Silver Point Capital, L.P.

2 Greenwich Plaza

Greenwich, CT 06830

Attn: David Steinmetz

Tel: (203) 542-4200

By: _____

Name:

Title:

30 Hudson Street, 5th Floor

Jersey City, NJ 07302

Attn: Michelle Latzoni

Email: gsd.link@gs.com


Tel: (212) 934-3921

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 17 day of October 2014.

OFFSHORE ASSET HOLDING VEHICLE A, LTD. GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

c/o Silver Point Capital, L.P.
2 Greenwich Plaza
Greenwich, CT 06830
Attn: David Steinmetz
Tel: (203) 542-4200

By: 
Name: **Paul Huchro**
Title: **Managing Director**

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212) 934-3921

Schedule 1

Transferred Claims

Purchased Claim

Please see below.

Lehman Programs Securities to which Transfer Relates

| | ISIN/CUSIP | Issuer | Guarantor | Principal/Notional Amount | Proof of Claim | Allowed Amount (USD) |
|-----|-------------------|-----------------------------------|-------------------------------|----------------------------------|-----------------------|-----------------------------|
| 1. | XS0384596515 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | USD 640,000.00 | 43045 | \$640,000.00 |
| 2. | XS0374132594 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | AUD 800,000.00 | 43046 | \$648,974.82 |
| 3. | XS0243853453 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 19,390,000.00 | 49617.14 | \$27,623,703.01 |
| 4. | XS0270683161 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 13,160,000.00 | 49617.15 | \$18,757,754.74 |
| 5. | XS0270684565 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 2,030,000.00 | 49617.18 | \$2,893,448.75 |
| 6. | XS0296282386 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 12,250,000.00 | 49737.05 | \$17,713,462.20 |
| 7. | XS0345700198 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 4,200,000.00 | 49737.2 | \$5,793,475.69 |
| 8. | CH0027121000 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 196,000.00 | 49778 | \$278,144.74 |
| 9. | XS0176153350 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 77,000.00 | 50309.23 | \$112,329.56 |
| 10. | XS0229584296 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 1,037,000.00 | 55247.05 | \$1,571,170.58 |
| 11. | XS0251195847 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | GBP 170,000.00 | 55811.03 | \$305,526.08 |
| 12. | XS0245046544 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 3,300,279.99 | 55812 | \$4,683,531.54 |
| 13. | XS0251195847 | Lehman Brothers | Lehman Brothers | GBP 525,000.00 | 55816.02 | \$943,536.40 |

Schedule 1-1

| | | | | | | |
|-----|--------------|--------------------------------------|----------------------------------|--------------------|----------|-----------------|
| | | Treasury Co. B.V. | Holdings Inc. | | | |
| 14. | XS0251195847 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | GBP 5,000.00 | 55816.05 | \$8,986.06 |
| 15. | XS0346466781 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | USD 525,000.00 | 55855.12 | \$535,841.25 |
| 16. | XS0229584296 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 15,556,000.00 | 58792.05 | \$23,559,986.05 |
| 17. | XS0307326180 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | SEK 3,504,000.00 | 58792.05 | \$519,889.55 |
| 18. | XS0309485729 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 8,181,000.00 | 58792.05 | \$11,609,704.32 |
| 19. | XS0368988951 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | ILS 2,800,000.00 | 58792.05 | \$679,089.06 |
| 20. | XS0297741539 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | USD 12,110,000.00 | 58792.05 | \$12,110,000.00 |
| 21. | XS0117279058 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | JPY 300,000,000.00 | 58792.05 | \$2,837,058.83 |
| 22. | XS0366859055 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | ILS 2,800,000.00 | 58792.05 | \$691,234.98 |
| 23. | XS0251195847 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | GBP 8,190,000.00 | 58792.05 | \$14,719,167.84 |
| 24. | XS0266104867 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | JPY 210,000,000.00 | 58792.05 | \$1,976,191.93 |
| 25. | XS0218261625 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 2,300,000.00 | 58792.05 | \$3,269,378.03 |
| 26. | XS0307325455 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | SEK 8,960,000.00 | 58792.05 | \$1,390,329.24 |
| 27. | XS0218261625 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 4,000.00 | 58792.05 | \$5,685.87 |
| 28. | XS0132961896 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | HKD 29,400,000.00 | 58792.05 | \$3,815,432.46 |
| 29. | XS0183360063 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | USD 45,675,000.00 | 58792.05 | \$46,371,682.45 |
| 30. | XS0307323161 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | SEK 928,000.00 | 58792.05 | \$137,687.64 |
| 31. | XS0249127878 | Lehman Brothers | Lehman Brothers | SEK 35,000,000.00 | 58792.05 | \$5,192,960.70 |

| | | | | | | |
|-----|--------------|--------------------------------------|----------------------------------|--------------------|----------|-----------------|
| | | Treasury Co. B.V. | Holdings Inc. | | | |
| 32. | DE000A0TLL96 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 3,578,000.00 | 58792.05 | \$5,077,560.45 |
| 33. | XS0245046544 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 15,399,720.01 | 58792.05 | \$21,854,228.88 |
| 34. | XS0344549067 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | USD 1,365,000.00 | 58792.05 | \$1,371,825.00 |
| 35. | CH0029197156 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | CHF 28,000,000.00 | 58885.02 | \$25,332,063.78 |
| 36. | XS0213593865 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 10,500,000.00 | 58892.01 | \$17,435,537.73 |
| 37. | XS0250573689 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | SKK 140,000,000.00 | 58897.01 | \$7,031,321.28 |
| 38. | XS0250266169 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | CZK 52,500,000.00 | 58898.02 | \$3,254,235.37 |
| 39. | XS0298692434 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | HKD 34,999,999.96 | 59738.01 | \$4,572,140.18 |
| 40. | XS0298692434 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | HKD 26,400,000.11 | 59739 | \$3,448,700.04 |
| 41. | XS0298692434 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | HKD 19,799,999.93 | 59739.01 | \$2,586,525.01 |
| 42. | XS0226995396 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 10,500,000.00 | 63603.07 | \$14,900,610.60 |
| 43. | XS0229584296 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 375,000.00 | 64031.01 | \$567,190.46 |
| 44. | XS0176153350 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 1,400,000.00 | 64062.13 | \$2,042,355.68 |
| 45. | DE000A0G4LS9 | Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings Inc. | EUR 700,000.00 | 66384.03 | \$993,374.04 |